

ITEM # \_\_\_\_\_

SEMINOLE COUNTY GOVERNMENT  
LAND PLANNING AGENCY / PLANNING AND ZONING COMMISSION  
**AGENDA MEMORANDUM**

**SUBJECT:** Hawthorne Glen PUD Major Amendment

**DEPARTMENT:** Planning & Development **DIVISION:** Planning

**AUTHORIZED BY:** April Boswell **CONTACT:** Tina Williamson *TW* **EXT.** 7353

**Agenda Date** 11/1/06 **Regular** ☐ **Work Session** ☐ **Briefing** ☐  
**Special Hearing – 6:00** ☐ **Public Hearing – 7:00** ☒

**MOTION/RECOMMENDATION:**

1. **RECOMMEND APPROVAL** of the Hawthorne Glen PUD Major Amendment and Addendum #1 to the Hawthorne Glen PUD Developer's Commitment Agreement, for 1.46± acres located on the northwest corner of the intersection of Old Lockwood and McCulloch Road, based on staff findings (James Hattaway, applicant); or
2. **RECOMMEND DENIAL** of the Hawthorne Glen PUD Major Amendment and Addendum #1 to the Hawthorne Glen PUD Developer's Commitment Agreement, for 1.46± acres located on the northwest corner of the intersection of Old Lockwood and McCulloch Road (James Hattaway, applicant); or
3. **CONTINUE** the public hearing until a time and date certain.

District 1 – Commissioner Dallari

Tina Williamson, Principal Coordinator

**BACKGROUND:**

The Hawthorne Glen PUD Developer's Commitment Agreement and Final Master Plan were approved by the Board of County Commissioners on September 23, 2003. The approval was for 225 townhouse units and a commercial tract (Tract F), which allows those permitted uses within the CS (Convenience Commercial) zoning district. Gasoline pumps, drive-through restaurants, car lots, marine lots, flea markets, car washes, auto repairs, laundromats, packaged liquor stores and bars are prohibited uses.

**Reviewed by:**  
**Co Atty:** \_\_\_\_\_  
**DFS:** \_\_\_\_\_  
**OTHER:** \_\_\_\_\_  
**DCM:** \_\_\_\_\_  
**CM:** \_\_\_\_\_

**File No.** Z 2006-067

At this time, the applicant is requesting to amend certain setback and buffer requirements for commercial Tract F. The following standards are contained in the approved Developer's Commitment Agreement:

North Property Line

50' building setback with a 10' landscape buffer containing all required landscaping per SCLDC Section 30.1230.

East Property Line (Old Lockwood Road)

50' building setback and a 50' landscape buffer, exclusive of yards within privately owned lots, consisting of native vegetation, supplemented with additional native plants and trees, to create 100% opacity to a height of 6'

South Property Line (McCulloch Road)

50' building setback with a 5' landscape buffer containing all required landscaping per SCLDC Section 30.1230.

West Property Line

50' building setback with a 30' landscape buffer consisting of native vegetation, supplemented with additional native plants and trees, to create 100% opacity to a height of 6'

The applicant is proposing to amend the setback and buffer requirements for Tract F to read:

I. BUILDING SETBACKS

North Property Line

Shall comply with Seminole County Land Development Code (SCLDC) Sec. 30.1232. Active/Passive Buffer Setback Design Standards

East Property Line (Old Lockwood Road)

25' building setback

South Property Line (McCulloch Road)

50' building setback

### West Property Line

The northerly 50 feet (that is from the north property line proceeding south 50 feet) shall comply with SCLDC Sec. 30.1232. Active/Passive Buffer Setback Design Standards. Thereafter (to the south property line), the building setback shall be 25 feet.

## II. LANDSCAPING AND BUFFER CRITERIA

### North Property Line

Shall comply with SCLDC Sec. 30.1232, Active/Passive Buffer Setback Design Standards. In addition to the Active/Passive Buffer setback requirements, a six-foot masonry wall and a double-row of canopy trees shall be required.

### East Property Line (Old Lockwood Road)

5' landscape buffer and all required landscaping per SCLDC Section 30.1230 will be met

### South Property Line (McCulloch Road)

5' landscape buffer and all required landscaping per SCLDC Section 30.1230 will be met

### West Property Line

The northerly 50 feet (that is from the north property line proceeding south 50 feet) shall comply with SCLDC Sec. 30.1232. Active/Passive Buffer Setback Design Standards. A six-foot masonry wall shall be required along the northerly 50 feet of the west property line. Thereafter, along the west property line to the south property line, a ten-foot buffer shall apply. In addition to the other requirements along the northerly 50 feet, a double-row of canopy trees shall be required along the entire west property line.

The proposed amendment to the PUD will not have any effects on wetlands, floodplains, threatened and endangered species, Concurrency, utilities, traffic, public safety, or schools. Staff has reviewed the request for compatibility with the surrounding properties and finds that it is compatible. Across McCulloch Road is a retention pond in Orange County and across Old Lockwood Road is vacant BCC owned property (Econ River Wilderness Area). The adjacent townhouse development will be buffered through the application of SCLDC Sec. 30.1232. Active/Passive Buffer Setback Design Standards along the north and west property lines.

## INTERGOVERNMENTAL NOTIFICATION:

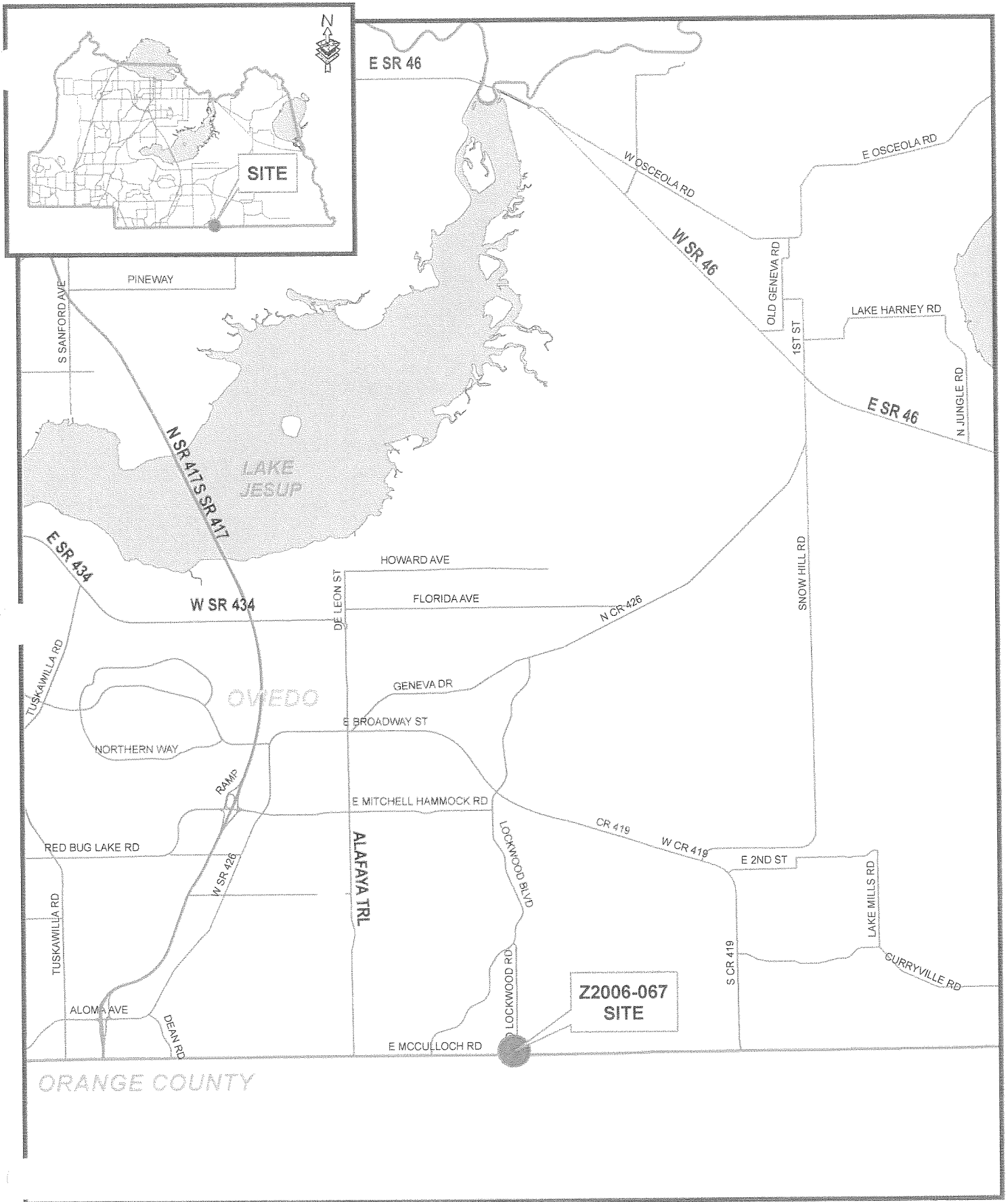
Intergovernmental notices were not required; the subject site is not within or directly adjacent to any local municipality and will not impact schools.

**STAFF RECOMMENDATION:**

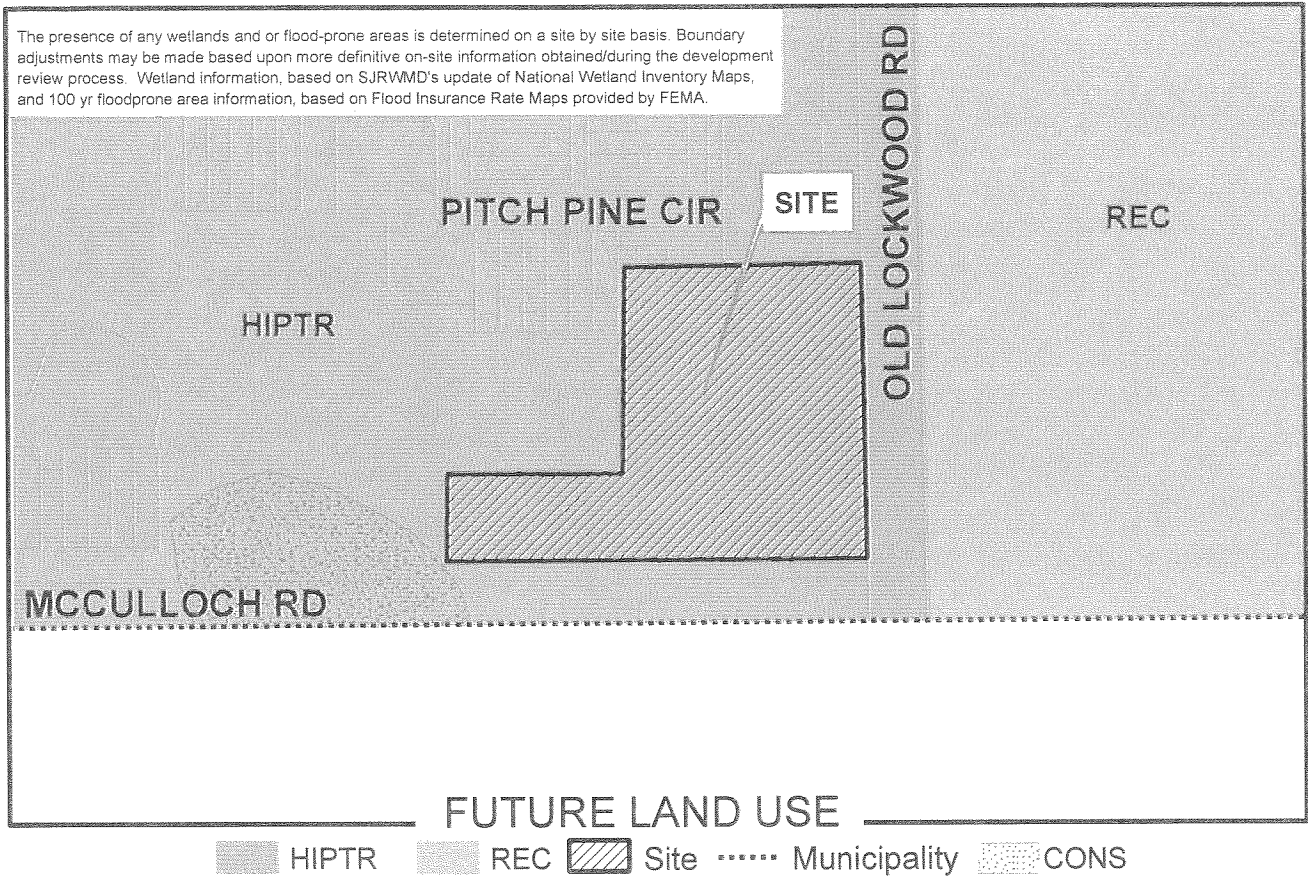
Staff recommends APPROVAL of the Hawthorne Glen PUD Major Amendment and Addendum #1 to the Hawthorne Glen PUD Developer's Commitment Agreement, for 1.46± acres located on the northwest corner of the intersection of Old Lockwood and McCulloch Road, based on staff findings.

Attachments:

Location Map  
FLU/Zoning Map  
Aerial Photo  
Survey of Tract F  
Addendum #1 to Development Order #03-20500005  
Approved DCA and Final Master Plan  
Addendum #1 to the Hawthorne Glen PUD Developer's Commitment Agreement  
Denial Development Order (applicable if the request is denied)  
Rezone Ordinance

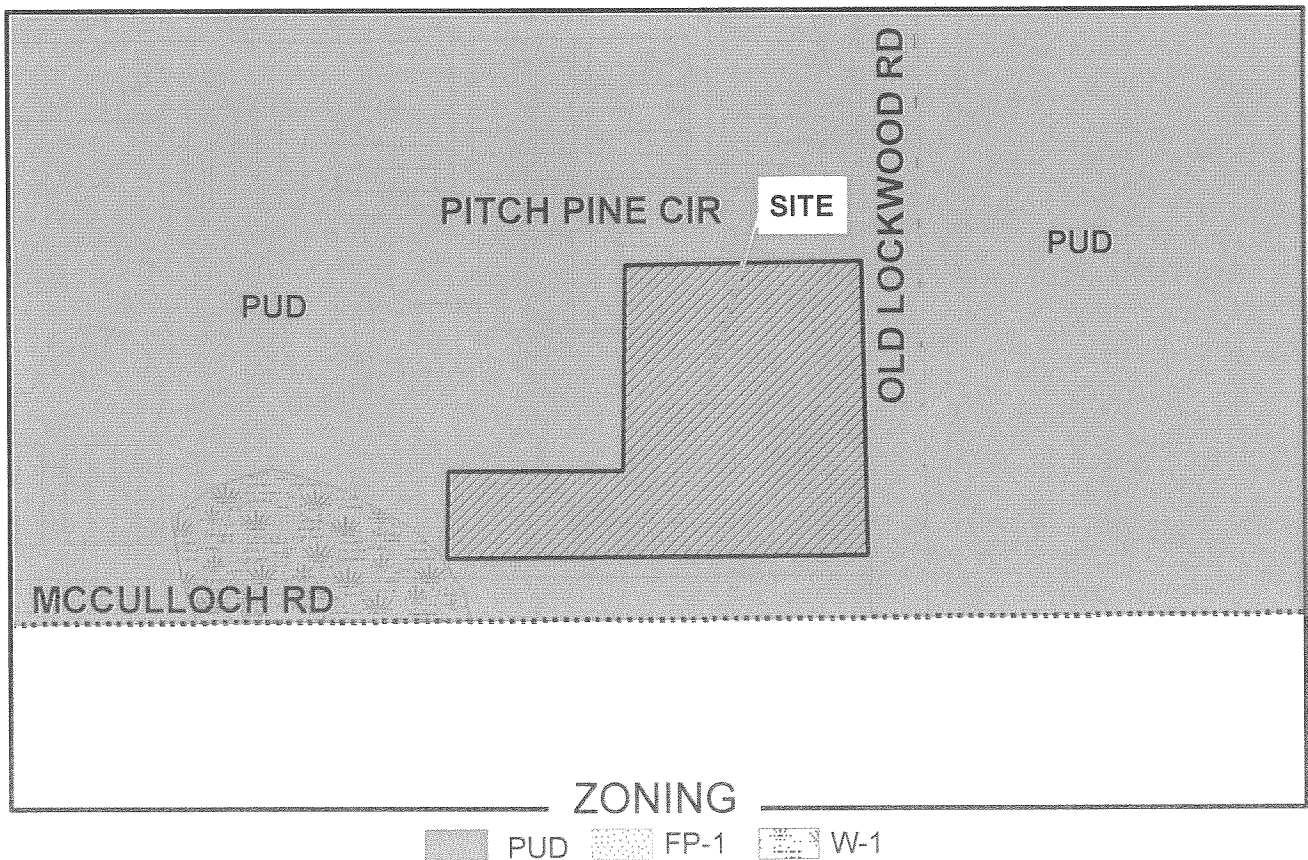


The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



Applicant: James A. Hattaway  
 Physical STR: 36-21-31-300-0050-0000  
 Gross Acres: 1.46 +/- BCC District: 1  
 Existing Use: Vacant  
 Special Notes: None

	Amend/ Rezone#	From	To
FLU	----	----	----
Zoning	Z2006-067	PUD	PUD







Rezone No: Z2006-067  
From: PUD To: PUD

- ☐ Parcel
- ☐ Subject Property



Winter 2006 Color Aerials

P.C.: A.H.

JIMMY W. JACKSON, PSM 4243



SEMINOLE COUNTY ADDENDUM #1 TO DEVELOPMENT  
ORDER #03-20500005

On December 12, 2006, Seminole County issued this Addendum #1 to Development Order 03-20500005 that was approved on June 24, 2003 relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

**Property Owner(s):** John C. Polasek Family Trust

**Project Name:** Hawthorne Glen PUD Major Amendment

**Requested Development Approval:** The applicant is requesting a Major Amendment to the Hawthorne Glen PUD Tract F.

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: Tina Williamson, Principal Coordinator  
1101 East First Street  
Sanford, Florida 32771

## Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The aforementioned application for development approval is GRANTED.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows (underlines are additions, strikethroughs are deletions):

- a. The owner shall provide a 30' wide landscaped buffer consisting of the existing native plants and trees and to supplement with additional native plants and trees in creating 100% opacity to a height of six feet (6') located on west property line.
- b. The building setback shall be 175 feet from the west property line.
- c. The applicant, at Final Master Plan, shall provide the County a plan to preserve existing trees and plants when grading for the retention pond along the west property line.
- d. The applicant shall provide a letter from Florida Power & Light approving the location of improvements including parking and buildings in the easement in the Final Master Plan.
- e. The buildings (except for the commercial tract) shall be setback a minimum of 50 feet from the right-of-way line along McCulloch Road and Old Lockwood Road.
- f. The following setback standards apply for the commercial tract:

North Property Line: Shall comply with SCLDC Sec. 30.1232. Active/Passive Buffer Setback Design Standards;

East Property Line (Old Lockwood Road): 25';

South Property Line (McCulloch Road): 50'; and

West Property Line: The northerly 50 feet (that is from the north property line proceed south 50 feet) shall comply with SCLDC Sec. 30.1232. Active/Passive Buffer Setback Design Standards. Thereafter (to the south property line) a 25-foot building setback shall apply.

- g. The owner shall provide a 50' wide landscaped buffer, outside of the rear yard setbacks of the townhomes, consisting of the existing native plant and trees and to supplement with additional native plants and trees in creating 100% opacity to a height of six feet (6') located on east property line.
- h. The development shall not exceed 225 townhomes.

- i. ~~The commercial tract shall provide active setbacks and buffers along the north and the west property lines that are adjacent to the residential use. Such setback and buffer shall entail an active buffer of 50 feet in width with a six foot masonry wall, a double row of canopy trees and a 50 foot wide building setback.~~
- j. The following landscaping and buffer standards will apply to the commercial tract:

North Property Line: Shall comply with SCLDC Sec. 30.1232. Active/Passive Buffer Setback Design Standards. In addition to the Active/Passive Buffer setback requirements, a six-foot masonry wall and a double-row of canopy trees shall be required;

East Property Line (Old Lockwood Road): 5' landscape buffer and all required landscaping per SCLDC Section 30.1230 will be met;

South Property Line (McCulloch Road): 5' landscape buffer and all required landscaping per SCLDC Section 30.1230 will be met; and

West Property Line: The northerly 50 feet (that is from the north property line proceed south 50 feet) shall comply with SCLDC Sec. 30.1232. Active/Passive Buffer Setback Design Standards. A six-foot masonry wall shall be required along the northerly 50 feet. Thereafter (to the south property line), a ten-foot buffer shall apply. In addition to the other requirements along the northerly 50 feet, a double-row of canopy trees shall be required along the entire west property line.

All landscape buffers within Tract F shall be maintained by the property owner of Tract F.

- k. Cross access easement for access to the commercial tract from McCullough Road between the commercial tract and the townhome development must be provided prior to the first Certificate of Occupancy being issued.
- l. Permitted uses on the commercial tract are those permitted uses within the CS (Commercial Convenience) District. No gasoline pumps, drive-thru restaurants, car lots, marine lots, flea markets, car washes, auto repairs, laundromats, packaged liquor stores or bars permitted.
- m. ~~Lighting on the commercial tract's gas pump canopy structures shall be recessed. A lighting plan must be submitted as part of Final PUD Master Plan.~~
- n. The commercial tract's architectural design and scale shall reflect neighborhood commercial standards to ensure compatibility with the surrounding residential uses. These standards will be addressed in the Final PUD Master Plan.
- o. Operating hours for any business shall be limited to the hours between 7:00 am and 11:00 pm.
- p. Developer shall record a deed restriction on all residential lots prohibiting the lease of any residential unit for a period of less than one year; prohibiting more than one lease per residential unit per year; prohibiting lease of any residential unit to more than one party and prohibiting lease of individual rooms within the same residential unit.

(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: \_\_\_\_\_  
Carlton D. Henley  
Chairman, Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW the owner, the John C. Polasek Trust, on behalf of itself and its agents, successors, assigns, or transferees of any nature whatsoever and consents to, agrees with, and covenants to perform and fully abide by the provisions, terms, conditions, and commitments set forth in this Addendum.

The John C. Polasek Family Trust

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: John C. Polasek, Sr., Trustee

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2006 by John C. Polasek, Sr., Trustee of the The John C. Polasek Family Trust, who is personally known to me or who presented a Florida Drivers License as identification and who took an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:



EXHIBIT "A"

LEGAL DESCRIPTION:

SECTION 36, TOWNSHIP 21 SOUTH, RANGE 31 EAST, BEGIN 367.01 FEET SOUTH AND 25.00 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ , THENCE RUN S.  $89^{\circ}08'31''$ W. 206.28', THENCE S  $0^{\circ}43'56''$ W 178.56', THENCE S  $89^{\circ}59'20''$ W 151.72', THENCE S  $0^{\circ}43'06''$ W 75.00', THENCE N  $89^{\circ}59'20''$ E 361.72', THENCE N  $0^{\circ}06'59''$ W 256.59' TO THE POINT OF BEGINNING.

## HAWTHORN GLEN PUD DEVELOPER'S COMMITMENT AGREEMENT

On September 23, 2003 the Board of County Commissioners of Seminole County, Florida issued this Developer's Commitment Agreement relating to and touching and concerning the following described property:

### I. LEGAL DESCRIPTION:

See Exhibit A

### II. PROPERTY OWNER

Cloonfush Properties, LLC  
25 Interlaken Road  
Orlando, FL 32804

### III. STATEMENT OF BASIC FACTS

- A. Total Area: 45.97 Acres
- B. Zoning: Planned Unit Development
- C. Gross Density: 4.87 units/acre
- D. The development approval sought is consistent with the Vision 2020 Plan and will be developed consistent with and in compliance with all other applicable regulations and ordinances.
- E. The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow, and perpetually burden the aforescribed property.

### IV. LAND USE BREAKDOWN

<u>LAND USE</u>	<u>AREA (acres)</u>
Residential Lots	8.78
Commercial (Tract F)	1.48
Open space (Tracts H-J)	15.97
Conservation (Tracts B-E)	14.61
Utility Areas & Access R/W (Tracts A and G)	5.13
<b>TOTAL AREA</b>	<b>45.97</b>

### V. OPEN SPACE AND RECREATION AREAS

Required Open Space: 45.97 acres x 0.25 = 11.49 acres  
Open Space Provided: 15.97 Acres

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
CLERK OF SEMINOLE COUNTY  
BK 05036 PG 0904  
FILE NUM 2003173218  
RECORDED 09/26/2003 07:14:36 AM  
RECORDING FEES 37.50  
RECORDED BY J Eckenroth

1

CERTIFIED COPY  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA

BY Eva Beach  
DEPUTY CLERK

RETURN TO SANDY MCCANN

**VI. BUILDING SETBACKS**

North Property Line:	25'
East Property Line (Old Lockwood Road)	65'
South Property Line (McCulloch Road)	50'
West Property Line	175'

Tract F: A 50-foot setback shall be provided along the north and west property lines.

**VII. PERMITTED USES**

Attached single family dwelling units  
Single Family Homes  
Group Homes  
Home offices

Permitted uses in Tract F are those permitted uses within the CS (Commercial Convenience) District. No gasoline pumps, drive-through restaurants, car lots, marine lots, flea markets, car washes, auto repairs, laundromats, packaged liquor stores or bars shall be permitted.

**VIII. LANDSCAPE & BUFFER CRITERIA**

East Property Line (Old Lockwood Rd.):

- The owner shall provide a 50' landscaped buffer, exclusive of yards within privately owned lots, consisting of existing native plants and trees, supplemented with additional native plants and trees, to create 100% opacity to a height of 6 feet.

South Property Line (McCulloch Rd.)

- Brick columns and decorative aluminum fencing
- Landscaping per code

West Property Line

- The owner shall provide a 30' landscaped buffer consisting of existing native plants and trees, supplemented with additional native plants and trees, to create 100% opacity to a height of 6 feet.

North Property Line

- 10' landscape buffer
- Landscaping per code

Tract F: A 50-foot landscape buffer shall be provided along the north and west property lines. Such buffer shall include a 6-foot masonry wall and a double row of canopy trees.

All landscape buffers and common areas within the residential portion of the development shall be maintained by a homeowners association. Landscape buffers within Tract F shall be maintained by the property owner of Tract F.

#### IX. DEVELOPMENT COMMITMENTS

- a. Prior to Final Engineering Approval, the applicant shall provide the County with a plan to preserve existing trees and plants when grading for the retention pond along the west property line.
- b. Prior to Final Engineering Approval, the applicant shall provide a letter from Florida Power & Light approving the location of site improvements within the power line easement.
- c. The development shall not exceed 225 townhomes.
- d. A separate Final Master Plan and addendum to this developer's commitment agreement shall be required prior to any site plan approval on Tract F. Issues to be addressed in such Final Master Plan shall include, but not be limited to, the following:
  - standards of architectural scale and design reflecting neighborhood commercial standards, to ensure compatibility with surrounding residential uses
  - site lighting, including recessed lighting fixtures on gas pump canopy structures
- e. Operating hours for any business shall be limited to the hours between 7:00 am and 11:00 pm.
- f. The developer shall record a deed restriction on all residential lots prohibiting the lease of any residential unit for a period of less than one (1) year; prohibiting more than one (1) lease per residential unit per year; prohibiting lease of any residential unit to more than one (1) party and prohibiting lease of individual rooms within the same residential unit.

#### X. WATER, SEWER AND STORMWATER

WATER: Water services shall be provided by Seminole County.

SANITARY SEWER: Sanitary sewer shall be provided by Seminole County or Orange County subject to a wholesale agreement.

STORMWATER: Stormwater drainage and stormwater management shall be according to Seminole County regulations.

**FIRE PROTECTION:** Fire protection shall be provided by Seminole County. Fire flow will be a minimum of 1,250 gpm with 20 p.s.i. Fire hydrant shall be located according to Seminole County regulations.

**XI. PHASING**


The development will be constructed in 1 phase except for Tract F, which will be developed separately.

**XII. STANDARD COMMITMENTS**

1. Unless specifically addressed otherwise herein, all development shall fully comply with all of the codes and ordinances, including impact fee ordinances, in effect in Seminole County at the time of permit issuance.
2. The conditions upon this development approval and commitments made as to this development approval have been accepted by and agreed to by the Owners of the property.
3. The developer's commitment agreement touches and concerns the aforescribed property, and the conditions, commitments, and provisions of the developer's commitment agreement shall perpetually burden, run with, and follow the said property and be a servitude upon and binding upon said property unless released in whole or by part by action of Seminole County by virtue of a document of equal dignity herewith. The Owner of said property has expressly covenanted and agreed to this provision and all other terms and provisions of the developer's commitment agreement.
4. The terms and provisions of the developer's commitment agreement are not severable, and in the event any portion of this developer's commitment agreement shall be found to be invalid or illegal, then the entire developer's commitment agreement shall be null and void.

DONE AND ORDERED ON  
THE DATE FIRST WRITTEN ABOVE

By:

  
Daryl G. McLain  
Chairman



OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Cloonfush Properties, LLC, on behalf of itself and its agents, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

Joseph Devine, President  
Cloonfush Properties, LLC

Witness

LEON VASQUEZ

STATE OF FLORIDA )

COUNTY OF SEMINOLE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Joseph Devine, who is the authorized representative of Cloonfush Properties, LLC, and is personally known to me or who has produced Florida Driver License as identification and who executed the foregoing instrument and sworn an oath.

22 WITNESS my hand and official seal in the County and State last aforesaid this day of September 2003.

Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:

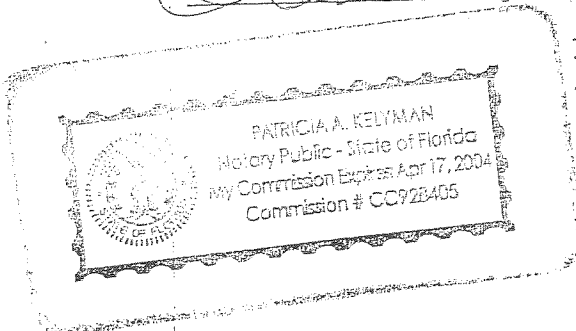


EXHIBIT A

A Tract of land being a portion of Section 35 & 36, Township 21 South, Range 31 East, Seminole County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 35; thence North 00° 13' 35" West along the East line of the Southeast 1/4 of said Section 35 for a distance of 40.00 feet to the POINT OF BEGINNING; thence South 89° 57' 28" West along the North right-of-way of McCulloch Road and a line 40.00 feet North of and parallel to the South line of the Southeast 1/4 of said Section 35 for a distance of 926.01 feet; thence North 00° 19' 24" West along the East line of the West 400.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 35 and the East line of Tract 301 at Carillon per Plat thereof recorded in Plat Book 46, Page 31-37 Public Records of Seminole County, Florida, for a distance of 1284.74 feet; thence North 69° 48' 32" East along the North line of the Southeast 1/4 of the Southeast 1/4 of Section 35 for a distance of 928.18 feet; thence South 00° 13' 35" East along the East of the Southeast 1/4 of said Section 35 for a distance of 683.57 feet; thence North 89° 58' 56" East along the North line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 36, Township 21 South, Range 31 East for a distance of 1299.92 feet; thence South 00° 06' 39" East along a line 25.00 feet West of and parallel to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 36 and the West right-of-way of Lockwood Road per Plat Book 5, Page 82 Public Records of Seminole County, Florida, for a distance of 623.72 feet; thence South 89° 59' 20" West along a line 40.00 feet North of and parallel to the South line of the Southwest 1/4 of the Southwest 1/4 of said Section 36 and the North right-of-way of McCulloch Road for a distance of 1298.66 feet to the POINT OF BEGINNING.

Contains: 45.970 Acres, more or less.

EXHIBIT B

Final Master Plan



### **Addendum #1 to the Hawthorne Glen PUD Developer's Commitment Agreement**

This Addendum is relative to and Amends that document entitled, "Hawthorne Glen PUD Developer's Agreement" (hereinafter, the "Agreement") executed on September 23, 2003; and recorded in the Official Records of Seminole County, Florida, on September 26, 2003 at Book 05036, Pages 0904-0911.

This Addendum augments the Agreement (in its current form), and all terms and definitions of said Agreement are binding hereto. Where this Addendum may materially conflict with the Agreement, the terms and definitions of the Agreement shall prevail and be applied. Any subsequent modification of the Agreement, unless requested by the owner of Tract F, shall not affect Tract F.

This addendum pertains solely to that parcel described in the Agreement as "Tract F" (Legal Description Attached as Exhibit A). Specifically, the Agreement is amended as follows (underlines are additions, strikethroughs are deletions):

#### **VI. BUILDING SETBACKS**

~~Tract F: A 50-foot setback shall be provided along the north and west property lines.~~

The following building setbacks apply to Tract F:

North Property Line: Shall comply with SCLDC Sec. 30.1232. Active/Passive Buffer Setback Design Standards;

East Property Line (Old Lockwood Road): 25' building setback;

South Property Line (McCulloch Road): 50' building setback; and

West Property Line: The northerly 50 feet (that is from the north property line proceeding south 50 feet) shall comply with SCLDC Sec. 30.1232. Active/Passive Buffer Setback Design Standards. Thereafter (to the south property line) the building setback shall be 25 feet.

#### **VII. LANDSCAPING AND BUFFER CRITERIA**

The following landscaping and buffer criteria apply to Tract F:

North Property Line: Shall comply with SCLDC Sec. 30.1232. Active/Passive Buffer Setback Design Standards. In addition to the Active/Passive Buffer setback requirements, a six-foot masonry wall and a double-row of canopy trees shall be required;



East Property Line (Old Lockwood Road): 5' landscape buffer and all required landscaping per SCLDC Section 30.1230 will be met;

South Property Line (McCulloch Road): 5' landscape buffer and all required landscaping per SCLDC Section 30.1230 will be met; and

West Property Line: The northerly 50 feet (that is from the north property line proceeding south 50 feet) shall comply with SCLDC Sec. 30.1232, Active/Passive Buffer Setback Design Standards. A six-foot masonry wall shall be required along the northerly 50 feet. Thereafter, along the west property line to the south property line), a ten-foot buffer shall apply. In addition to the other requirements along the northerly 50 feet, a double-row of canopy trees shall be required along the entire west property line.

All landscape buffers within Tract F shall be maintained by the property owner of Tract F.

A separate Final Master Plan (as detailed in Section IX(d) of the Agreement) shall still be required prior to development of Tract F, but said Final Master Plan will be prepared and submitted by the owner of Tract F.

DONE AND ORDERED ON  
THIS 12<sup>th</sup> DAY OF DECEMBER, 2006

By: \_\_\_\_\_

Carlton D. Henley, Chairman  
Seminole County Board of Commisioners

OWNER'S CONSENT AND COVENANT

COMES NOW the owner, the John C. Polasek Trust, on behalf of itself and its agents, successors, assigns, or transferees of any nature whatsoever and consents to, agrees with, and covenants to perform and fully abide by the provisions, terms, conditions, and commitments set forth in this Addendum.

The John C. Polasek Family Trust

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: John C. Polasek, Sr., Trustee

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2006 by John C. Polasek, Sr., Trustee of the The John C. Polasek Family Trust, who is personally known to me or who presented a Florida Drivers License as identification and who took an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION:

SECTION 36, TOWNSHIP 21 SOUTH, RANGE 31 EAST, BEGIN 367.01 FEET SOUTH AND 25.00 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ , THENCE RUN S.  $89^{\circ}08'31''$ W. 206.28', THENCE S  $0^{\circ}43'56''$ W 178.56', THENCE S  $89^{\circ}59'20''$ W 151.72', THENCE S  $0^{\circ}43'06''$ W 75.00', THENCE N  $89^{\circ}59'20''$ E 361.72', THENCE N  $0^{\circ}06'59''$ W 256.59' TO THE POINT OF BEGINNING.

**SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER**

On December 12, 2006, Seminole County issued this Denial Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

**Property Owner(s):** John C. Polasek Family Trust

**Project Name:** Hawthorne Glen PUD Major Amendment

**Requested Development Approval:** The applicant is requesting a Major Amendment to the Hawthorne Glen PUD Tract F.

The Board of County Commissioners has determined that the request for a Major Amendment to the Hawthorne Glen PUD Tract F is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Hawthorne Glen PUD Major Amendment" and all evidence submitted at the public hearing on December 12, 2006, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested PUD Major Amendment should be denied.

**ORDER**

**NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

The aforementioned application for development approval is **DENIED**.

**Done and Ordered on the date first written above.**

**SEMINOLE COUNTY BOARD OF COUNTY  
COMMISSIONERS**

**By:** \_\_\_\_\_  
Carlton D. Henley, Chairman

EXHIBIT A

LEGAL DESCRIPTION:

SECTION 36, TOWNSHIP 21 SOUTH, RANGE 31 EAST, BEGIN 367.01 FEET SOUTH AND 25.00 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ , THENCE RUN S.  $89^{\circ}08'31''$ W. 206.28', THENCE S  $0^{\circ}43'56''$ W 178.56', THENCE S  $89^{\circ}59'20''$ W 151.72', THENCE S  $0^{\circ}43'06''$ W 75.00', THENCE N  $89^{\circ}59'20''$ E 361.72', THENCE N  $0^{\circ}06'59''$ W 256.59' TO THE POINT OF BEGINNING.



AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

**Section 1. LEGISLATIVE FINDINGS.**

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled "Hawthorne Glen PUD Major Amendment."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

**Section 2. REZONINGS.** The zoning classification assigned to the following described property is changed from PUD (Planned Unit Development) to PUD (Planned Unit Development):

**SEE ATTACHED EXHIBIT A**

**Section 3. EXCLUSION FROM CODIFICATION.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

**Section 4. SEVERABILITY.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section 5. EFFECTIVE DATE.** A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon the date of filing with the Department and recording of Addendum #1 to the Hawthorne Glen PUD Developer's Commitment Agreement.

ENACTED this 12th day of December 2006.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
Carlton D. Henley  
Chairman

**EXHIBIT A**  
**LEGAL DESCRIPTION**

SECTION 36, TOWNSHIP 21 SOUTH, RANGE 31 EAST, BEGIN 367.01 FEET SOUTH AND 25.00 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ , THENCE RUN S.  $89^{\circ}08'31''$ W. 206.28', THENCE S  $0^{\circ}43'56''$ W 178.56', THENCE S  $89^{\circ}59'20''$ W 151.72', THENCE S  $0^{\circ}43'06''$ W 75.00', THENCE N  $89^{\circ}59'20''$ E 361.72', THENCE N  $0^{\circ}06'59''$ W 256.59' TO THE POINT OF BEGINNING.